

EXHIBIT 2

AMENDED AND RESTATED INTELLECTUAL PROPERTY CONTRIBUTION AND ANCILLARY MATTERS AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY CONTRIBUTION AND ANCILLARY MATTERS AGREEMENT ("Agreement") is made and entered into as of December 21, 2005 ("**Amendment Date**") by and among Fujitsu Limited, a Japanese corporation ("**Fujitsu**"), Advanced Micro Devices, Inc., a Delaware corporation ("**AMD**"), AMD Investments, Inc. ("**AMD Investments**"), Spansion Inc., a Delaware corporation ("**Spansion**") and Spansion Technology Inc., a Delaware corporation, a wholly owned subsidiary of Spansion to be successor-in-interest to Spansion LLC ("**STI**"). Fujitsu, AMD, AMD Investments, Spansion and STI are herein referred to as the "**Parties**" and individually as a "**Party**." Fujitsu and AMD Investments are herein referred to as the "**Contributing Parties**" and individually as a "**Contributing Party**." Fujitsu and AMD are herein referred to as the "**Parents**" and individually as a "**Parent**."

RECITALS

WHEREAS, in connection with formation of Spansion LLC, a Delaware limited liability company ("**LLC**"), certain of the parties hereto entered into that certain Intellectual Property Contribution and Ancillary Matters Agreement (the "**IPCAAMA**"), dated as of June 30, 2003 (the "**Effective Date**");

WHEREAS, the parties hereto hereby desire to amend and restate the IPCAAMA, including substituting Spansion and STI for LLC as parties hereto;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS; INTERPRETATION

1.1 Terms Defined in this Agreement. The following terms when used in this Agreement shall have the following definitions:

[REDACTED]

1.1.4 "**Affiliate**" of any Party means any other Person controlling, controlled by or under common control with such Party, but such other Person shall be deemed to be an Affiliate only so long as such control exists. For purposes of this Section 1.1.4, "control," with respect to a Person, means beneficial ownership, directly or indirectly, of securities representing forty percent (40%) or more of the power to elect such

Person's board of directors or other managing authority, or in the case of a non-corporate Person, equivalent interests. For purposes of clarification, AMD is an Affiliate of AMD Investments as of both the Effective and the Amendment Date.

[REDACTED]

[REDACTED]

[REDACTED]

1.1.8 "AMD" has the meaning set forth in the first paragraph of this Agreement.

[REDACTED]

[REDACTED]

1.1.11 "Assigned Patent Rights" means the STI Patent Rights and the Spansion Patent Rights.

1.1.12 "Assigned Trademark Rights" means (a) the Trademarks set forth in Schedule 1.1.12, (b) the registrations of, and applications for, such Trademarks set forth in Schedule 1.1.12, and the right to apply for and prosecute any of such applications, (c) all goodwill associated with such Trademarks, and (d) all rights and causes of action for past, present and future infringement of the Trademarks set forth in Schedule 1.1.12.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.18 “**Contributed Entities**” means (a) with respect to Fujitsu, Fujitsu AMD Semiconductor Limited, a Japanese corporation now named Spansion Japan (“**Spansion Japan**”) and Fujitsu Microelectronics (Malaysia) Sdn. Bhd., a company organized under the laws of Malaysia, and (b) with respect to AMD and AMD Investments, Spansion Japan, FASL (Penang) Sdn. Bhd., a company organized under the laws of Malaysia, AMD Holdings (Singapore) Pte. Ltd., a company organized under the laws of Singapore, AMD (Thailand) Limited, a company organized under the laws of Thailand, and Advanced Micro Devices (Suzhou) Limited, a company organized under the laws of China and a wholly-owned Subsidiary of AMD Holdings (Singapore) Pte. Ltd.

1.1.19 “**Contributed Entity Other IP Rights**” means Other IP Rights that, as of the Effective Date, are owned in whole or in part by any Contributed Entities.

1.1.20 “**Contributing Party**” and “**Contributing Parties**” have the respective meanings set forth in the first paragraph of this Agreement.

1.1.21 “**Contribution Agreement**” means that certain Contribution Agreement, dated June 30, 2003, by and among AMD, AMD Investments, Fujitsu, FMH and LLC.

1.1.22 “**Control**” (including “**Controlled**,” “**Controlling**” and other forms thereof), with respect to a Person, means beneficial ownership, directly or indirectly, of securities representing more than fifty percent (50%) of the power to elect such Person’s board of directors or other managing authority, or in the case of a non-corporate Person, equivalent interests. In no case shall Fujitsu’s Class D shares of Spansion be considered securities entitled to vote for the election of Spansion’s board of directors or other managing authority for purposes of this definition.

1.1.23 **"Copyrights"** means all copyrights and all other rights arising under common law, state law, federal law or laws of foreign countries or jurisdictions therein corresponding to works of authorship and other copyrightable works, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof, and including all Moral Rights.

[REDACTED]

[REDACTED]

[REDACTED]

1.1.27 **"Effective Date"** has the meaning set forth in the first paragraph of this Agreement.

[REDACTED]

[REDACTED]

1.1.30 **"FMH"** means Fujitsu Microelectronics Holding, Inc., a Delaware corporation, a wholly owned subsidiary of Fujitsu.

1.1.31 **"Fujitsu"** has the meaning set forth in the first paragraph of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.36 "Intellectual Property Rights" means, collectively, (a) Patents, Trade Secrets, Copyrights, Trademarks, mask work rights, industrial design rights, and all other intellectual property rights and proprietary rights, whether arising under common law, state law, federal law or laws of foreign countries or jurisdictions therein, (b) all registrations and applications for registration of any of the rights described in subsection (a) above, and (c) all rights to apply for or register any of the rights described in subsection (a) above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.49 **“Owner Party,”** with respect to any Shared Other IP Right or Shared Patent, means each of (a) STI, (b) Fujitsu, if Fujitsu is a Provider Party with respect to such Shared Other IP Right or Shared Patent, and (c) AMD, if AMD Investments is a Provider Party with respect to such Shared Other IP Right or Shared Patent.

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[REDACTED]

1.1.56 **“Provider Party”** means (a) with respect to any Shared Other IP Right and any Shared Patent that may issue with respect thereto, any Contributing Party that owns, or any of whose Subsidiaries (or Affiliates, where such Contributing Party is AMD Investments) owns, in whole or in part, such Shared Other IP Right immediately prior to the Effective Date, (b) with respect to any Licensed Parent Software, each Parent that owns, or any of whose Subsidiaries owns, in whole or in part, such Licensed Parent Software immediately prior to the Effective Date, (c) with respect to any Third Party Other IP Right, each Parent that has been granted, or any of whose Subsidiaries has been granted, a license by a Third Party of such Third Party Other IP Right in effect as of the Effective Date, and (d) with respect to any Assigned Patent Rights, each of AMD Investments and Fujitsu.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.63 **“Shared Other IP Rights”** means all Other IP Rights in the Shared Technology that, immediately prior to the Effective Date, are owned in whole or in part by a Parent (and/or any of its Subsidiaries) or AMD Investments (and/or any of its Subsidiaries), but excluding any Contributed Entity Other IP Rights. Notwithstanding the foregoing,

Shared Other IP Rights will not include any Assigned Patent Rights or Assigned Trademark Rights.

1.1.64 “**Shared Patents**” has the meaning set forth in Section 4.1.

[REDACTED]

[REDACTED]

1.1.67 “**Spansion**” has the meaning set forth in the first paragraph of this Agreement.

1.1.68 “**Spansion Japan**” has the meaning set forth in Section 1.1.18.

[REDACTED]

* 1.1.70 “**Spansion Patent Rights**” means (a) the Patents and applications for Patents set forth in Schedule 1.1.70, (b) any applications for Patents that may be filed on or after the Effective Date based on the invention disclosures set forth in Schedule 1.1.70, if any, (c) any Patents that may issue from the applications for Patents described in subsections (a) and (b) above, (d) any divisionals, continuations, continuations-in-part, results of reexamination, substitutions, reissues, extensions and renewals of the Patents and applications for Patents described in subsections (a), (b) and (c) above, whether or not in existence as of the Effective Date, (e) the right to apply for and prosecute any of the applications for Patents described in subsections (a), (b) and (d) above, (f) all foreign counterparts to the Patents and applications for Patents described in this Section 1.1.70, and (g) all rights and causes of action for past, present and future infringement of Patents set forth in Schedule 1.1.70.

[REDACTED]

[REDACTED]

[REDACTED]

1.1.74 "STI" has the meaning set forth in the first paragraph of this Agreement.

1.1.75 "STI Patent Rights" means (a) the Patents and applications for Patents set forth in Schedule 1.1.75, (b) any applications for Patents that may be filed on or after the Effective Date based on the invention disclosures set forth in Schedule 1.1.75, if any, (c) any Patents that may issue from the applications for Patents described in subsections (a) and (b) above, (d) any divisionals, continuations, continuations-in-part, results of reexamination, substitutions, reissues, extensions and renewals of the Patents and applications for Patents described in subsections (a), (b) and (c) above, whether or not in existence as of the Effective Date, (e) the right to apply for and prosecute any of the applications for Patents described in subsections (a), (b) and (d) above, (f) all foreign counterparts to the Patents and applications for Patents described in this Section 1.1.75, and (g) all rights and causes of action for past, present and future infringement of Patents set forth in Schedule 1.1.75.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.82 **“Trademarks”** means all rights in trademarks, service marks, trade names, trade designations, trade dress and domain names and associated goodwill arising under common law, state law, federal law or laws of foreign countries or jurisdictions therein.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Interpretation.

1.2.1 Certain Terms. The words “hereof,” “herein,” “hereunder” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” is not limited and means “including without limitation.” The words “make” and “have made” include the acts of developing, assembling, packaging and/or testing.

1.2.2 Section References; Titles and Subtitles. Unless otherwise noted, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement. The titles, captions and headings of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.2.3 Reference to Persons, Agreements, Statutes. Unless otherwise expressly provided herein, (a) references to a Person include its successors and permitted assigns, (b) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements and other modifications thereto or supplements thereof and (c) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such statute or regulation.

2. TRANSFER OF IP RIGHTS TO SPANSION

2.1 STI Patent Rights. Effective as of the Effective Date, each Contributing Party hereby assigns, transfers and conveys to STI such Contributing Party’s entire right, title and interest in and to the STI Patent Rights, subject to (a) any rights, licenses or immunities relating to the STI Patent Rights that have been granted to any Persons prior to the Effective Date, and (b) retention and reservation by each Parent for itself, its successors and assigns (and STI hereby grants to each Parent, its successors and assigns) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license under the STI Patent Rights to (i) make, have made, use, sell, offer to sell, lease, import and otherwise dispose of any products and to use and practice any invention, process, art or method for any purpose, and (ii) grant

sublicenses of any of the foregoing rights and licenses to (A) Subsidiaries and Affiliates of such Parent and (B) a successor-in-interest to such Parent's Semiconductor Group.

2.2 Spansion Patent Rights. Effective as of the Amendment Date, each Contributing Party hereby assigns, transfers and conveys to Spansion such Contributing Party's entire right, title and interest in and to the Spansion Patent Rights, subject to (a) any rights, licenses or immunities relating to the Spansion Patent Rights that have been granted to any Persons prior to the Amendment Date, and (b) retention and reservation by each Parent for itself, its successors and assigns (and Spansion hereby grants to each Parent, its successors and assigns) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license under the Spansion Patent Rights to (i) make, have made, use, sell, offer to sell, lease, import and otherwise dispose of any products and to use and practice any invention, process, art or method for any purpose, and (ii) grant sublicenses of any of the foregoing rights and licenses to (A) Subsidiaries and Affiliates of such Parent and (B) a successor-in-interest to such Parent's Semiconductor Group.

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Assigned Trademark Rights. Effective as of the Effective Date, each Contributing Party hereby assigns, transfers and conveys to STI such Contributing Party's entire right, title and interest in and to the Assigned Trademark Rights, subject to any licenses or other rights in or to the Assigned Trademark Rights that have been granted to any Persons prior to the Effective Date. In addition, STI shall have the right to continue using the part numbers and project names (i.e., pre-release product designations) used in connection with the products of the Flash Memory Businesses of the Contributing Parties.

2.6 Shared Other IP Rights.

2.6.1 Subject to Section 2.6.3, with respect to each Shared Other IP Right, effective as of the Effective Date, Fujitsu hereby assigns, transfers and conveys to STI (and agrees to cause its Subsidiaries to assign, transfer and convey to STI) an equal, undivided, joint interest in and to all of Fujitsu's and its Subsidiaries' right, title and interest in such Shared Other IP Right.

2.6.2 Subject to Section 2.6.3, with respect to each Shared Other IP Right, effective as of the Effective Date, AMD Investments hereby assigns, transfers and conveys to STI its entire right, title and interest in and to such Shared Other IP Right.

2.6.3 With respect to any Shared Other IP Rights that are owned jointly by both (a) AMD Investments and/or any of its Subsidiaries or Affiliates on the one hand, and (b) Fujitsu and/or any of its Subsidiaries on the other hand, effective as of the Effective Date, each Contributing Party hereby assigns, transfers and conveys (and agrees to cause its Subsidiaries to assign, transfer and convey) to STI a sufficient interest in and to all of such

Contributing Party's and its Subsidiaries' right, title and interest in such Shared Other IP Rights such that, following such assignments, transfers and conveyances, each of AMD (collectively with its Subsidiaries), Fujitsu (collectively with its Subsidiaries) and STI owns an equal, undivided, joint interest in and to all right, title and interest in such Shared Other IP Rights.

2.6.4 The Parties acknowledge and agree that it is the intent of the Parties that as of the Effective Date, STI will have a joint ownership interest in all Shared Other IP Rights that, immediately prior to the Effective Date, are owned in whole or in part by AMD and/or any of its Subsidiaries.

2.7 Contributed Entity Other IP Rights. Each of Fujitsu, AMD and AMD Investments hereby consents (and agrees to consent), effective as of the Effective Date, to the assignment to STI of any Contributed Entity's ownership interest in Contributed Entity Other IP Rights.

[REDACTED]

[REDACTED] Other IP Rights

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ADVANCED MICRO DEVICES, INC.

By: _____
Name: _____
Title: _____

SPANSION INC.

By: Burkhard F Cambr
Name: _____
Title: _____

FUJITSU LIMITED

By: _____
Name: _____
Title: _____

AMD INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

SPANSION TECHNOLOGY INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ADVANCED MICRO DEVICES, INC.

By: Hollis M. O'Brien
Name: Hollis M. O'Brien
Title: Corporate Vice President
and Secretary

SPANSION INC.

By: _____
Name: _____
Title: _____

FUJITSU LIMITED

By: _____
Name: _____
Title: _____

AMD INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

SPANSION TECHNOLOGY INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ADVANCED MICRO DEVICES, INC.

By: _____
Name: _____
Title: _____

SPANSION INC.

By: _____
Name: _____
Title: _____

FUJITSU LIMITED

x 羅明博昭
By: _____
Name: _____
Title: _____

AMD INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

SPANSION TECHNOLOGY INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ADVANCED MICRO DEVICES, INC.

By: _____
Name: _____
Title: _____

SPANSION INC.

By: _____
Name: _____
Title: _____

FUJITSU LIMITED

By: _____
Name: _____
Title: _____

AMD INVESTMENTS, INC.

By: Hollis M. O'Brien
Name: Hollis M. O'Brien
Title: VP & Secretary

SPANSION TECHNOLOGY INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ADVANCED MICRO DEVICES, INC.

By: _____
Name: _____
Title: _____

SPANSION INC.

By: _____
Name: _____
Title: _____

FUJITSU LIMITED

By: _____
Name: _____
Title: _____

AMD INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

SPANSION TECHNOLOGY INC.

By: Bernard F. Conner
Name: _____
Title: _____